NEWMAN, WILLIAMS, MISHKIN, CORVELEYN, WOLFE & FARERI
A PROFESSIONAL CORPORATION

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IN THE UNITED STATES FEDERAL DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

SAPP DRILLING & BLASTING, INC.,	:	NO. CV-2017
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
DOBRINSKI BROTHERS, INC.,	:	
	:	
Defendant.	:	

COMPLAINT AND DEMAND FOR JURY TRIAL

AND NOW COMES Plaintiff in the above matter by and through its counsel Newman, Williams, Mishkin, Corveleyn, Wolfe & Fareri and files the within

Complaint as follows:

PARTIES

1. Plaintiff, SAPP Drilling & Blasting, Inc. (hereinafter "SAPP") is a Utah Corporation with offices and a place of business situate at 444 North 400 West Street, St. George, UT 84770.

2. Defendant, Dobrinski Brothers, Inc. (hereinafter "Dobrinski") is a Pennsylvania Corporation with offices and a place of business situate at 1018 Whites Ferry Road, Falls, PA 18615.

3. The Court has jurisdiction of this matter under 28 U.S. Code §1332 based upon diverse citizenship of the parties and an amount in controversy in excess of $75,000.00.

4. Venue is proper in this Court pursuant to 28 U.S. Code §1391(b)(1) as Defendant has an office and place of business within the Middle District of Pennsylvania. Venue is also appropriate under 28 U.S. Code §1391(b)(2) as a substantial part of the events giving rise to the claim occurred in the Middle District of Pennsylvania.

FACTUAL BACKGROUND

5. At all times material hereto, the business of Plaintiff is to provide drilling and blasting services for construction projects across the United States.

6. On or about March 2014 Dobrinski requested SAPP to provide drilling and blasting services for a road construction project located in Athens, Pennsylvania. On or about that time the parties entered into an oral contract whereby SAPP would perform services to Dobrinski on the basis of a proposal to drill and blast 400,000 cubic yards at $3.25/lineal feet, and drill 154,000 lineal feet at $200.00 per hour; Dobrinski to pay for all fuel for drills, pay for mobilization of drill from St. George, Utah to jobsite in Pennsylvania, and to transport the drill back from Pennsylvania to St. George, Utah.

7. The proposal also obligated Dobrinski to provide lodging for SAPP's employees while on the job, and to make payments to SAPP after invoicing within thirty days.

8. On the basis of the above described oral agreement, SAPP moved personnel and equipment to the worksite in Pennsylvania, performed work on the project, and periodically issued invoices to SAPP.

9. After completion of its work SAPP issued invoices to Dobrinski, a portion of which remain unpaid at the time of the filing of the within Complaint in the amount of $120,774.02.

10. During the course of the work Dobrinski requested SAPP to perform additional work located in the Easton, Pennsylvania area, which was unrelated to the Athens project, for which SAPP billed, but was not paid the sum of $13,308.00.

11. At the time of the within filing Dobrinski owes to SAPP the total amount of $134,082.02 for work performed by SAPP as described above.

COUNT I – BREACH OF AGREEMENTS

12. On or about March 2015 the parties entered into an agreement as above referenced.

13. SAPP performed all work under the agreements in a good and workmanlike fashion, completed the work and timely invoiced Dobrinski for such work.

14. SAPP's invoices for work performed remain unpaid.

15. Defendant Dobrinski breached the agreement of the parties by failing to pay SAPP.

WHEREFORE, Plaintiff SAPP Drilling & Blasting, Inc. demands judgment against Defendant Dobrinski Brothers, Inc. in the amount of $134,082.02, plus costs.

COUNT II – UNJUST ENRICHMENT

16. At all times material hereto Dobrinski received the benefit of SAPP's work as above referenced and did not pay for the same.

17. Dobrinski has been unjustly enriched based upon having the benefit of the work performed by SAPP without paying for the same.

18. This Count is brought in *Quantum Meruit*.

WHEREFORE, Plaintiff SAPP Drilling & Blasting, Inc. demands judgment against Defendant Dobrinski Brothers, Inc. in the amount of $134,082.02, plus costs.

A JURY TRIAL IS DEMANDED ON ALL COUNTS.

Respectfully submitted,

Newman, Williams, Mishkin,
Corveleyn, Wolfe & Fareri, P.C.

By: s/___________________________

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